



Data Usage Terms & Conditions

Purchasing of Data from AccuraData Ltd will constitute an acceptance of these terms and conditions.

1. Definitions

In these Terms and Conditions:

- “Company” refers to AccuraData Ltd, registered in England and Wales.
- “Client” refers to any individual, company, or organisation purchasing data from the Company.
- “Data” refers to the telemarketing and/or email marketing contact information and associated records provided by the Company.
- “TPS” means the Telephone Preference Service; “CTPS” means the Corporate Telephone Preference Service.

2. Data Usage and Compliance Obligations

2.1 The Company shall screen all data against the TPS and CTPS registers immediately prior to delivery to the Client.

2.2 The Client agrees and acknowledges it is their responsibility to re-screen all supplied data against the TPS/CTPS every 28 days, in accordance with regulatory obligations.

2.3 The Client shall only use the Data for the specific purpose(s) disclosed to the Company prior to purchase and for no other purpose.

2.4 The Client shall comply with all applicable data protection and marketing legislation, including but not limited to the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 (DPA 2018), and the Privacy and Electronic Communications Regulations (PECR).

3. Restrictions on Use

3.1 The Data is licensed to the Client for internal use only. Unless explicitly authorised in writing by the Company, the Data must not be shared, disclosed, transferred, sublicensed, or resold to any third party.

3.2 Approved resellers of the Company's Data must inform the Company in writing of the intended recipient of the Data. Any further redistribution or re-sale beyond the named party shall constitute a material breach of these Terms.

4. Data Quality and Replacements

4.1 While the Company takes reasonable steps to ensure the accuracy and relevance of the Data provided, the Client acknowledges that no dataset is guaranteed to be 100% error-free.

4.2 If any Data record is demonstrably outside of the agreed criteria or is materially inaccurate, the Client may submit a written request for replacement. Following verification, the Company shall issue a like-for-like replacement at no additional cost.

4.3 The Client must provide a full report of the dataset for such claims to be investigated and fulfilled.

5. Exclusivity

Where the Company has sold a dataset under the representation of exclusivity, it shall not resell the same dataset to a competing business in the same industry sector as the Client. Determination of what constitutes a "competing business" shall be at the reasonable discretion of the Company.

6. Intellectual Property

All intellectual property rights in the Data and any related materials remain the property of the Company unless otherwise stated. No rights are transferred to the Client beyond those explicitly granted under this agreement.

7. Confidentiality

Both parties agree to keep confidential all information received in relation to the Data and to take reasonable precautions to prevent unauthorised disclosure, except where disclosure is required by law or regulatory obligation.

8. Liability and Indemnity

8.1 The Company shall not be liable for any indirect, consequential, or incidental damages arising from the misuse of the Data.

8.2 The Client agrees to indemnify and hold harmless the Company against all claims, liabilities, damages, fines, or legal costs arising from any breach of these Terms or from any unlawful use of the Data by the Client.

9. Right to Audit and Compliance Support

Upon reasonable request, the Company will provide documentation or confirmation as necessary to support the Client's own compliance obligations under applicable data protection laws.

10. Termination

The Company reserves the right to terminate access to Data or support if the Client breaches any term of this agreement. In such cases, no refunds will be issued.

11. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

12. Severability

If any provision of these Terms is found to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Legal Remedies

The Company reserves the right to seek injunctive relief, damages, or any other legal remedies available for any breach of these Terms by the Client.

14. Amendments

The Company may amend these Terms and Conditions from time to time. Clients will be notified of material changes. Continued use of the Data following such notice shall be deemed acceptance of the amended terms.